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15337-A
\$13

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

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URBAN A. LESTER

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(202) 393-2156

August 15, 1989

RECORDATION NO. 15337-A FILED 1423

AUG 15 1989 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Amended and Restated Security Agreement (Equipment Mortgage and Assignment of Leases) dated as of August 9, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement (Equipment Mortgage and Assignment of Leases) dated as of October 11, 1987, which was filed and recorded on October 20, 1987 at 4:35 p.m. under Recordation Number 15337.

The names and addresses of the parties to the enclosed document are:

Secured Party: Irving Trust Company
One Wall Street
New York, New York 10015

Borrower: Wisconsin Central Ltd.
One O'Hare Centre
6250 North River Road
Rosemont, IL 60018

A description of the railroad equipment covered by the enclosed document is set forth in Appendix A thereto.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

T. Kaplan
C. [unclear]

RECORDED
AUG 15 1989

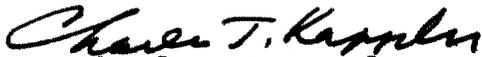
Ms. Noreta R. McGee
August 15, 1989
Page 2

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amended and Restated Security Agreement
(Equipment Mortgage and Assignment of Leases)
dated as of August 9, 1989 covering railroad
locomotives and freight cars.

Very truly yours,


Charles T. Kappler

CTK/skh

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/15/89

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/15/89 at 1:05pm and assigned recordation number(s). 15337-A, 15504-DD & 15504-EE

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

AMENDED AND RESTATED SECURITY AGREEMENT
(EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES)

REGISTRATION NO. 15337A
AUG 15 1989 -1 05 PM
STATE COMMERCE COMMISSION

This AMENDED AND RESTATED SECURITY AGREEMENT (EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES) ("Mortgage") dated as of August 9, 1989, by WISCONSIN CENTRAL LTD., an Illinois corporation ("Borrower"), with its chief executive office located at One O'Hare Centre, 6250 North River Road, Ninth Floor, Rosemont, Illinois 60018, in favor of IRVING TRUST COMPANY ("ITC"), with its chief executive office located at One Wall Street, New York, New York 10015, in its capacity as Agent for the Banks, pursuant to the Amended Credit Agreement, and as Collateral Agent for the Senior Noteholders and the Banks, pursuant to the Intercreditor Agreement.

All capitalized terms used herein, and not otherwise defined, shall have the meanings ascribed to them in that certain Amended and Restated Credit Agreement, of even date herewith, by and among Borrower, the Banks and ITC, as Agent (the "Amended Credit Agreement"), or that certain Intercreditor and Agency Agreement, of even date herewith, by and among the Banks, the Senior Noteholders and ITC, as Collateral Agent (the "Intercreditor Agreement"); provided, however, in the event of any conflict between the terms of the Amended Credit Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall be controlling.

Recitals

A. Borrower, the Banks and the Agent have entered into the Original Credit Agreement providing for \$110,000,000 of senior secured bank financing.

B. Borrower and the Agent have entered into that certain Security Agreement (Equipment Mortgage and Assignment of Leases) dated as of October 11, 1987 (the "Original Mortgage") providing security for the \$110,000,000 of senior secured bank financing provided by the Banks pursuant to the Original Credit Agreement.

C. Pursuant to the terms of the separate Note Agreements (as amended or modified from time to time) by and between Borrower and each of the Senior Noteholders, the Senior Noteholders agreed to purchase the Senior Secured Notes.

D. Pursuant to the Note Agreements, the Senior Noteholders have purchased the Senior Secured Notes in the original aggregate principal amount of \$40,000,000, such proceeds to be applied to payment of the Notes and for general corporate purposes, as more fully provided in the Amended Credit Agreement.

E. Pursuant to the terms of the Amended Credit Agreement (as amended or modified from time to time), the Banks have modified the Original Credit Agreement to reflect the issuance of the Senior Secured Notes.

F. Pursuant to the Original Credit Agreement, the Banks have extended and may pursuant to the Amended Credit Agreement, from time to time, further extend loans and other financial accommodations to Borrower.

G. Borrower desires to amend the Original Mortgage, as necessary, to reflect Borrower's issuance of the Senior Secured Notes and to provide security for credit extended to Borrower by any Bank that constitutes a Permitted Overdraft.

H. The Senior Noteholders will be secured pari passu with the Banks as more fully agreed to herein, in the Amended Credit Agreement, and in the Intercreditor Agreement.

I. Borrower, the Agent and the Collateral Agent are therefore entering into this Mortgage, which incorporates the changes necessary to reflect the issuance of the Senior Secured Notes and the pari passu interests of the Banks and the Senior Noteholders in the Collateral (as hereinafter defined).

J. The Banks will continue to extend credit to Borrower in accordance with the terms of the Amended Credit Agreement, and the Senior Noteholders have purchased the Senior Secured Notes, only upon the condition, among others, that Borrower shall have executed and delivered this Mortgage to Collateral Agent.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Original Mortgage is amended and restated in full as hereinafter set forth.

SECTION 1. Interpretations.

Section 1.1. Effect of Intercreditor Agreement. Notwithstanding any provision of this Mortgage, the rights of the Banks and Senior Noteholders to or with respect to any Collateral and all rights and duties of the Collateral Agent described herein, including, without limitation, all rights and duties of ITC in the capacity of Agent, shall be expressly subject to the terms of the Intercreditor Agreement.

Section 1.2. Effect on Original Mortgage. As indicated in the recitals hereof, this Mortgage is intended to amend and restate the provisions of the Original Mortgage,

and except as expressly modified herein, (i) all of the terms and provisions of the Original Mortgage shall continue to apply for the period prior to the date hereof, and (ii) the Obligations (as defined in the Original Credit Agreement) shall continue to be owing and outstanding to the Banks and the Agent except as paid or prepaid on or prior to the date hereof, and be secured by the Collateral, and shall hereafter be subject to the terms of the Amended Credit Agreement, the Intercreditor Agreement, and this Mortgage.

SECTION 2. Collateral.

Section 2.1. Assignment of Lien to Collateral Agent. In accordance with the terms of the Intercreditor Agreement, the Agent hereby transfers and assigns to the Collateral Agent all rights, remedies, liens and security interests of the Agent in the Collateral under the Original Mortgage, and agrees that all such rights, remedies, liens and security interests shall hereafter be exercised for the benefit of the Banks and the Senior Noteholders by the Collateral Agent. By execution hereof, the Collateral Agent accepts such assignment, and agrees to be bound by the terms of this Mortgage, subject to the provisions of the Intercreditor Agreement.

Section 2.2. Grant of Security Interest. As security for the Obligations, the obligations of Borrower with respect to Permitted Overdrafts and Borrower's payment and performance obligations hereunder (the Obligations and such payment and performance obligations being hereinafter collectively referred to as the "Liabilities"), Borrower hereby grants to the Collateral Agent, for the benefit of the Banks and the Senior Noteholders, a security interest in and chattel mortgage on the following:

(a) All of Borrower's now owned and hereafter acquired railroad cars and locomotives, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto, and all additions, improvements, accessions and accumulations to any and all of said equipment, and all substitutions, renewals or replacements of any of the foregoing, together with all the rents, issues, income, proceeds and avails therefrom (collectively, the "Equipment");

(b) All proceeds (including, without limitation, insurance and indemnity payments) from the sale or loss or other disposition of the Equipment or the "Leases" (as hereinafter defined); and

(c) All of Borrower's leases (the "Leases"), whether now or hereafter existing, of railroad cars and locomotives and all additions, improvements, substitutions, renewals or replacements to such railroad

cars and locomotives (collectively, the "Leased Equipment") between Borrower as lessee and other lessors (the "Lessors"), including, without limitation, (i) all claims for damages arising out of the breach of any Lease, (ii) the right, if any, to terminate any Lease, to perform thereunder and to compel performance of the terms thereof, (iii) the right to take possession of the Leased Equipment, subject to the rights of the Lessors, (iv) the right to make all waivers and agreements and to enter into any amendments relating to any Lease or any provision hereof, (v) the right to take such action upon the occurrence of an event of default under any Lease, including, without limitation, the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by any Lease or by law, and (vi) all other rights, claims, causes of action, if any, which Borrower may have against any Lessor.

Any such Equipment, Leases, rights, claims and causes of action described in the immediately preceding clauses (a), (b) and (c) and proceeds with respect thereto are herein collectively referred to as the "Collateral."

Section 2.3. Representations and Warranties of Borrower. Borrower represents and warrants:

(i) That as of the date hereof, all of the Equipment consisting of railcars and locomotives owned by Borrower is identified by serial, running or other identifying number on Attachment I hereto which, except as noted, has not changed from Attachment I of the Original Mortgage.

(ii) That all of the Leased Equipment is identified by serial, running or other identifying number on Attachment I hereto.

(iii) That except as otherwise permitted in the Amended Credit Agreement, the Intercreditor Agreement and the Note Agreements, it is the sole owner of all of the Equipment, that there are no encumbrances or liens of any kind or character against any of the Equipment or any Lease and that it has good right and lawful authority to assign, pledge, mortgage, and grant a security interest in the Leases and the Equipment.

(iv) That except as otherwise permitted in the Amended Credit Agreement and the Note Agreements, it has not assigned, pledged or mortgaged, and hereby covenants that it will not assign, pledge or mortgage, so long as this Mortgage shall remain in effect, the whole or any part of the rights or interests hereby assigned, pledged, mortgaged, and granted by it hereunder to

anyone other than Collateral Agent and its successors and assigns.

(v) Borrower agrees to warrant and defend the rights and interests of Collateral Agent, for the benefit of the Banks and the Senior Noteholders, in and to the Equipment and the Leases against the rights or claims of any persons.

(vi) Borrower is not, as of the date hereof, in default under any of the provisions of any of the Leases.

Section 2.4. Maintenance and Repair. Borrower agrees that, at its own cost and expense, it will maintain and keep all the Equipment and the Leased Equipment in good order and repair in accordance with industry standards and with the Interchange Rules of the Association of American Railroads and in full compliance with any applicable law, rules, regulations or standards which may be promulgated by the Department of Transportation, Federal Railway Administration, the Interstate Commerce Commission ("ICC") or any other applicable regulatory body or any successor agency or party thereto.

Section 2.5. Inspections. The Collateral Agent shall have the right to inspect the Equipment, the Leased Equipment and Borrower's records with respect to the Equipment, the Leased Equipment and the Leases at such reasonable times as the Collateral Agent may request.

Section 2.6. Use of Equipment. Borrower agrees that the Equipment shall at all times remain in the United States; provided that the Equipment may be used in Canada if, prior to such use, Borrower executes and delivers to the Collateral Agent Canadian Equipment Mortgages in form and substance satisfactory to the Collateral Agent.

Section 2.7. Marking of Equipment. Borrower will keep and maintain, or cause to be kept and maintained at all times plainly, distinctly, permanently and conspicuously marked on each item of Equipment and Leased Equipment in letters not less than seven-sixteenths of an inch in height:

"OWNERSHIP SUBJECT TO CHATTEL MORTGAGE
AND SECURITY AGREEMENT AS SET FORTH IN AN
EQUIPMENT MORTGAGE AND ASSIGNMENT OF
LEASES FILED WITH THE INTERSTATE COMMERCE
COMMISSION."

or other appropriate words designated by the Collateral Agent with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the security interests of the Collateral Agent, for the

benefit of the Banks and the Senior Noteholders, in the Equipment, the Leases and its rights hereunder. Borrower will not place any item of Equipment or Leased Equipment in operation or exercise any control or dominion over any item of Equipment or Leased Equipment unless and until such markings have been made thereon and will replace promptly any such markings which may be removed, defaced or destroyed. Borrower will cause the Equipment and the Leased Equipment to be kept numbered with the respective serial, running and other identifying numbers set forth in Attachment I hereto. Borrower will not (a) change or authorize to be changed such serial, running or other identifying numbers or (b) place any item of Equipment or Leased Equipment in service or otherwise exercise any control or dominion over any item of Equipment or Leased Equipment if the serial, running or other identifying number of such item of Equipment or Leased Equipment is not contained in Attachment I hereto, unless and until an amendment to this Mortgage shall have been filed and recorded by Borrower with the ICC, and Borrower shall have furnished to the Collateral Agent a legal opinion to the effect that (i) such amendment has been so filed and recorded, (ii) such filing and recordation will protect the Collateral Agent's security interest and chattel mortgage in the Equipment and the Leases, for the benefit of the Banks and the Senior Noteholders, and (iii) no other filing or recording with or to any other federal, state or local government or agency thereof is necessary to protect the security interest of the Collateral Agent in the Equipment and the Leases in the United States. If Borrower fails to take any action specified in the immediately preceding sentence, Borrower hereby authorizes the Collateral Agent to modify this Mortgage by amending Attachment I hereto as applicable, to reflect such changes or additions to the serial, running or other identifying numbers contained therein and to record the same with the ICC.

Section 2.8. Destruction of Equipment and Leased Equipment. Borrower will bear the responsibility for and risk of, and shall not be released from the Liabilities in the event of, any damage to or the destruction or loss of any or all of the Equipment or any or all of the Leased Equipment.

Section 2.9. Borrower's Agreements with Respect to the Leases. To protect the grant of security interest to the Collateral Agent, for the benefit of the Banks and the Senior Noteholders, in the Leases, Borrower hereby agrees as follows:

(a) Borrower shall faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which the Leases provide are to be performed by Borrower.

(b) Without the prior written consent of the Collateral Agent, Borrower shall not amend, modify or otherwise change in any material respect or terminate any of the Leases. Any attempts at amendment, modification, other change or termination of the Leases made in violation of the provisions of this Section 2.9(b) shall be void.

(c) At Borrower's sole cost and expense, Borrower will appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the obligations, covenants, conditions, charters, agreements or liabilities of Borrower under any and all of the Leases.

(d) Without the prior written consent of the Collateral Agent, Borrower shall not commence or compromise any action, suit, proceeding or case or file any application or make any motion affecting any of the Leases in any bankruptcy proceeding other than a proceeding in which Borrower is the debtor.

SECTION 3. Defaults.

Section 3.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) There shall occur an "Event of Default" (as defined in the Amended Credit Agreement or the Note Agreements);

(b) Borrower shall fail to perform any of its obligations under this Mortgage and the grace periods provided in Section 7.01(c) of the Amended Credit Agreement or Section 6.1 of the Note Agreements shall have expired; or

(c) Any representation made to the Collateral Agent in this Mortgage shall prove to be false or misleading at the time in any material respect when made.

SECTION 4. Remedies.

Section 4.1. Remedies. Upon the occurrence and during the continuance of any Event of Default, subject to the provisions of the Intercreditor Agreement, the Collateral Agent may do any one or more of the following acts (but shall be under no obligation to do so) regarding the Collateral, or any portion thereof:

(a) perform or discharge any obligation or duty of Borrower under any of the Leases to such extent as the

Collateral Agent may deem necessary or advisable to protect the security provided hereunder;

(b) exercise all the rights and remedies in foreclosure and otherwise granted to secured parties under the provisions of applicable laws;

(c) institute legal proceedings for the specific performance of any covenant or agreement herein undertaken by Borrower or for aid in the execution of any power or remedy herein granted;

(d) institute legal proceedings to foreclose upon and against the security interest and the chattel mortgage in the Equipment and the security interest in the Leases granted in and by this Mortgage, to recover judgment for all amounts then due and owing as Liabilities, and to collect the same out of any sale of the Collateral;

(e) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any Collateral;

(f) demand, collect, and retain all hire, earnings and other sums due and to become due to Borrower in respect of the Equipment, the Leases and the Leased Equipment from any party whomsoever, accounting only for the net earnings arising from such use, if any, after charging against any receipts from the use of the same and from any subsequent sale thereof all costs and expenses of and damages or losses by reason of, such use or sale;

(g) enter upon Borrower's premises or right of way where the Collateral is located (or is believed to be located), without any obligation to pay rent to Borrower, or any other place or places where the Collateral is believed to be located and kept, and prevent Borrower or any other person, subject to rights of Lessors under Leases, from using the Collateral or remove the Collateral therefrom to the premises of the Collateral Agent or any agent of the Collateral Agent, for such time as the Collateral Agent may desire, in order to effectively collect or liquidate the Collateral;

(h) sell or dispose of all or any part of the Collateral, free from any and all claims of Borrower or of any other party claiming by, through, or under Borrower, at law, in equity, or otherwise, subject to rights of Lessors under Leases, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as the Collateral Agent may

determine, in its sole and complete discretion and in light of the best interests of the Banks and the Senior Noteholders, with or without previous demand on or notice to Borrower or advertisement of any such sale or other disposal, except as may be required by law; and for the aforesaid purposes, all notices of sale, advertisements, and demands and any rights or equities of redemption otherwise required or available to Borrower under applicable law are hereby waived by Borrower to the fullest extent permitted by applicable law. The power of sale hereunder shall not be exhausted by one or more sales, and the Collateral Agent from time to time may adjourn any sale to be made pursuant to this Section 4.1; or

(i) assign its rights and interests in any and all of the Leases, without Borrower's consent, to any successor or assignee of the Collateral Agent or to any other third party.

Section 4.2. Sale; Proceeds of Sale. Any sale of the Collateral may be in one lot as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Collateral Agent may determine. The Collateral Agent may bid for and become the purchaser of the Collateral, or any portion thereof, so offered for sale. In the event that the Collateral Agent shall be the purchaser thereof, it shall not be accountable to Borrower upon a subsequent disposition of such property. All cash proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral may, in the discretion of the Collateral Agent and subject to the terms of the Intercreditor Agreement, be applied in whole or in part by the Collateral Agent against, all or any part of the Liabilities. Any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after payment in full of all the Liabilities shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

Section 4.3. Assembly of Equipment. Upon the occurrence of an Event of Default, the Collateral Agent may designate some premises for the delivery of the Equipment and the Leased Equipment to the Collateral Agent, which premises may include premises owned, leased or under the control of Borrower, without any obligation to pay rent to Borrower, and Borrower shall, at its own expense, arrange for such Equipment to be delivered to the Collateral Agent at such premises. This agreement to deliver the Equipment and the Leased Equipment as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court having jurisdiction in the premises, the Collateral Agent shall be entitled to a decree against

Borrower requiring specific performance hereof. Borrower further agrees to store such Equipment and such Leased Equipment, at Borrower's expense, pending the Collateral Agent's disposition thereof for a period not in excess of six months. Borrower hereby expressly waives any and all claims against the Collateral Agent or its agents for damages of whatever nature in connection with any lawful retaking of any item of Equipment or Leased Equipment pursuant to the terms hereof.

Section 4.4. Waiver by Borrower. To the extent permitted by law, Borrower covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of Borrower acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Mortgage, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Collateral Agent, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

SECTION 5. General.

Section 5.1. Rights Cumulative. Each and every power and remedy hereby specifically given to the Collateral Agent shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by the Collateral Agent. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Collateral Agent in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to Borrower shall not otherwise alter

or affect the rights of the Collateral Agent, the Banks or the Senior Noteholders, or the Liabilities. The Collateral Agent's, any Bank's or Senior Noteholder's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Liabilities or the rights of the Collateral Agent, the Banks or the Senior Noteholders hereunder with respect to any subsequent payments or default therein.

Section 5.2. Waiver. Except as otherwise provided in this Mortgage, Borrower, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment or the Leased Equipment or to transfer or assign the Leases, and any other requirements as to the time, place and terms of the sale, lease, transfer or assignment thereof, any other requirements with respect to the enforcement of the Collateral Agent's rights under this Mortgage and any and all rights of redemption.

Section 5.3. Satisfaction of Mortgage and Termination of Mortgage. When all the Liabilities have been paid in full and the Amended Credit Agreement and the Note Agreements have been terminated, the Collateral Agent shall release the lien of this Mortgage with respect to the Collateral by an appropriate document in recordable form and thereupon this Mortgage shall be satisfied and void. Upon the payment in full of Borrower's Obligations to either the Banks or the Senior Noteholders, individually, and the termination of either the Amended Credit Agreement or the Note Agreements, as applicable, the security interest granted to the Collateral Agent for the benefit of the Banks and the Senior Noteholders shall thereafter be a security interest granted to the Collateral Agent only for the benefit of the Banks and the Agent if the Note Agreements have been terminated, or only for the benefit of the Senior Noteholders if the Amended Credit Agreement has been terminated.

Section 5.4. Section Headings, Effect and Modification of Agreement. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Mortgage.

Section 5.5. Modifications. No variation or modification of this Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Collateral Agent and Borrower.

Section 5.6. Notices. All notices and other communications under this Mortgage, shall (a) except in those cases where a telephone notice is expressly permitted, be in writing (which shall include communications by telex

and teletype), (b) be (i) sent by registered or certified mail, postage prepaid, return receipt requested, or prepaid teletype or teletypewriter, (ii) delivered by hand or (iii) where so specified, given by telephone, (c) be given at the following respective addresses and teletype, teletypewriter and telephone numbers and to the attention of the following individuals:

(x) if to the Borrower, to:

Wisconsin Central Ltd.
One O'Hare Centre
6250 North River Road, 9th Floor
Rosemont, Illinois 60018
Teletypewriter No.: 312-318-4615
Telephone No.: 312-318-4602

Attention: Executive Vice President
and Chief Financial Officer

(y) if to the Collateral Agent, to:

Irving Trust Company
One Wall Street
New York, New York 10015
Teletypewriter No.: (212) 635-7512
Telex No.: RCA 232241
ITT 4204268
WUI 62832
FSCC 82629
Telephone No.: (212) 635-7560

Attention: Neil Stewart, Vice President

(z) if to any Bank or Senior Noteholder, to the address or teletype, teletypewriter or telephone number set forth on Annex A hereto,

or at such other address or teletype, teletypewriter or telephone number or to the attention of such other individual as the party to whom such information pertains may hereafter specify for the purpose in a notice given in like manner to the other specifically captioned "Notice of Change of Address", and (d) be effective or deemed delivered or furnished (i) if given by mail, on the third Business Day after such communication is deposited in the mail, addressed as above provided, (ii) if given by teletype or teletypewriter, when such communication is transmitted to the appropriate number determined as above provided in this Section 5.6 and the appropriate answerback is received or receipt is otherwise acknowledged, (iii) if given by hand delivery, when left at the address of the addressee addressed as above provided, and (iv) if given by telephone, when communicated to the Person or to the holder of the office specified as the Person or officeholder to whose attention communications are to be given, except that

notices of a change of address, telex, telecopier or telephone number shall not be effective until received by the officer of the Collateral Agent, such Bank or such Senior Noteholder, as the case may be, responsible for the administration of the Amended Credit Agreement or the Note Agreements, as the case may be.

Borrower shall cause a copy of every notice or communication received from or on behalf of any of the other parties to any of the Leases to be promptly delivered to the Collateral Agent at its address set forth above including, without limitation, the filing of any bankruptcy petition by or against, or the institution of any insolvency or reorganization proceeding involving, any such party.

Section 5.7. Law Governing. The terms of this Mortgage and all rights and obligations hereunder shall be governed by the internal laws (as opposed to the conflicts of law provisions) and decisions of the State of New York; provided, however, that the Collateral Agent shall be entitled to all rights conferred by the filing, recording or deposit hereof in the appropriate office(s) pursuant to Section 11303 of the Interstate Commerce Act or in such other offices as may be appropriate in the jurisdiction in which the Equipment and Leased Equipment is operated.

Section 5.8. Counterparts. This Mortgage may be executed in several counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 5.9. Successors and Assigns. This Mortgage shall be binding upon Borrower and inure to the benefit of the Collateral Agent, the Banks, the Senior Noteholders, and their respective permitted successors and assigns. Borrower may not assign or transfer its rights hereunder without the prior written consent of the Collateral Agent.

Section 5.10. Severability. The provisions of this Mortgage are severable and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Mortgage in any jurisdiction.

Section 5.11. Further Assurances. Borrower will, from time to time, do and perform any other act or acts and will execute, acknowledge, and deliver, and file, register, and record (and will re-file, re-register and re-record whenever required) any further instrument, including any extensions or renewals thereof, required by law or requested by the Collateral Agent in order to confirm or further assure the interests of the Collateral Agent hereunder.

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed by its duly authorized representative as of the date first above written.

WISCONSIN CENTRAL LTD.

By: Walter C. Kelly
Vice President, Finance

Agreed to and acknowledged
as of the 9th day of
August, 1989.

IRVING TRUST COMPANY,
as Agent

By: Neil Stewart
Vice President

IRVING TRUST COMPANY,
as Collateral Agent

By: Neil Stewart
Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

On this 9th day of August, 1989, before me personally appeared Neil Stewart, to me personally known who, being by me duly sworn, says that he is Vice President of Irving Trust Company and that said instrument was on August 9, 1989, signed on behalf of said Irving Trust Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Irving Trust Company.



Notary Public

(NOTARIAL SEAL)

My Commission Expires:

" OFFICIAL SEAL "
JO ANN SCHULTZE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/21/91

ANNEX A

- (1) if to IRVING TRUST COMPANY

Irving Trust Company
One Wall Street
New York, New York 10015
Attention: Neil Stewart

- (2) if to THE FIRST NATIONAL BANK OF BOSTON

The First National Bank of Boston
100 Federal Street
Boston, MA 02110
Attention: Barbara Ward

- (3) if to CREDITANSTALT-BANKVEREIN

Creditanstalt-Bankverein
245 Park Avenue
27th Floor
New York, NY 10167
Attention: Julie Podrasky

- (4) if to BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

Bank of America National Trust
and Savings Association
230 Peachtree Street
Suite 1700
Atlanta, GA 30303
Attention: Glen Edwards

- (5) if to THE TORONTO-DOMINION BANK

The Toronto-Dominion Bank
31 West 52nd Street
New York, NY 10019-6101
Attention: Neil Stuart

- (6) if to FIRST WISCONSIN NATIONAL BANK
OF MILWAUKEE

First Wisconsin National Bank
of Milwaukee
333 West Wacker Drive
Suite 700
Chicago, IL 60606
Attention: Louise Dill

- (7) if to HARRIS TRUST AND SAVINGS BANK

Harris Trust and Savings Bank
Commercial Banking Division
111 W. Monroe St.-2 West
Chicago, IL 60603
Attention: Scott McCallum

- (8) if to TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF
AMERICA

Teachers Insurance and Annuity Association of
America
730 Third Avenue
New York, NY 10017
Attention: Barbara Paige

- (9) if to THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY

The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attention: David P. Pelisek

ATTACHMENT I

Leased Equipment - Locomotives

BN	6498	MP	1278
BN	6499	HBT	1233
BN	6501	HBT	1234
BN	6502	SOO	585
BN	6504	SOO	583
BN	6505	SOO	584
BN	6506	SOO	585
BN	6507	SOO	700
BN	6508	SOO	703
BN	6510	SOO	704
BN	6511	SOO	706
BN	6517	SOO	707
BN	6522	SOO	708
BN	6523	SOO	709
BN	6523	SOO	710
BN	6524	SOO	711
BN	6526	SOO	712
BN	6527	SOO	713
BN	6530	SOO	715
BN	6531	SOO	716
BN	6532	SOO	717
BN	6533	SOO	718
BN	6534	SOO	719
BN	6535	SOO	721
BN	6537	SOO	723
BN	6538	SOO	724
BN	6539	SOO	726
BN	6541	SOO	728
BN	6543	SOO	731
BN	6548	WC	4001
BN	6553	WC	4002
BN	6554	WCV	4003
BN	6559	WC	4004
BN	6560	WC	4005
BN	6572	WC	4006
BN	6494	WC	4007
BN	6677	WC	4008
BN	6690	WC	4009
BN	6417	WC	4010
BN	6655	WC	4011
BN	6660	SOO	586
HBT	1231	SOO	587
MP	1230	SOO	588
SP	1235	SOO	589
SP	1236	SOO	590
SP	1237	SP	2594

SP 2487
SP 2652
SP 2640
SP 2578
SP 2505

Leased Equipment - Freight Cars

MILW 011001	MILW 011173	MILW 011398	MILW 097700
MILW 011009	MILW 011178	MILW 011405	MILW 097701
MILW 011015	MILW 011179	MILW 011407	MILW 097704
MILW 011019	MILW 011182	MILW 011410	MILW 097708
MILW 011025	MILW 011186	MILW 011413	MILW 097709
MILW 011031	MILW 011189	MILW 011417	MILW 097711
MILW 011033	MILW 011190	MILW 011418	MILW 097712
MILW 011040	MILW 011191	MILW 011419	MILW 097714
MILW 011042	MILW 011192	MILW 011420	MILW 097715
MILW 011044	MILW 011200	MILW 011422	MILW 097716
MILW 011050	MILW 011205	MILW 011425	MILW 097717
MILW 011051	MILW 011214	MILW 011431	MILW 097718
MILW 011054	MILW 011215	MILW 011437	MILW 097720
MILW 011057	MILW 011221	MILW 011438	MILW 097721
MILW 011058	MILW 011223	MILW 011439	MILW 097722
MILW 011064	MILW 011224	MILW 011440	MILW 097723
MILW 011066	MILW 011226	MILW 011441	MILW 097724
MILW 011074	MILW 011235	MILW 011443	MILW 097727
MILW 011075	MILW 011237	MILW 011444	MILW 097729
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MILW 011081	MILW 011243	MILW 011450	MILW 097731
MILW 011083	MILW 011245	MILW 011454	MILW 097734
MILW 011086	MILW 011262	MILW 011458	MILW 097737
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MILW 011109	MILW 011311	MILW 011513	MILW 097754
MILW 011113	MILW 011312	MILW 011516	MILW 097758
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MILW 011117	MILW 011317	MILW 011524	MILW 097760
MILW 011119	MILW 011329	MILW 011526	MILW 097761
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MILW 097791	MILW 097933	MILW 098613	SCC 005771
MILW 097792	MILW 097934	MILW 098620	SCC 005772
MILW 097793	MILW 097935	MILW 098623	SCC 005773
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MILW 097795	MILW 097963	MILW 098639	SCC 005775
MILW 097797	MILW 097975	MILW 098667	SCC 005776
MILW 097800	MILW 098121	MILW 098670	SCC 005777
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MILW 097818	MILW 098400	MILW 098745	SCC 005865
MILW 097820	MILW 098405	MILW 098758	SCC 005867
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MILW 097827	MILW 098439	SCC 005563	SCC 005877
MILW 097828	MILW 098448	SCC 005565	SCC 005883
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MILW 097851	MILW 098523	SCC 005753	SCC 008407
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MILW 097879	MILW 098594	SCC 005764	SCC 008487
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MILW 097892	MILW 098601	SCC 005767	SCC 008555
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SOO	014079	SOO	014133	SOO	015730	SOO	016086

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SCO	016092	SCO	016252	SCO	016426	SCO	016510
SCO	016094	SCO	016254	SCO	016428	SCO	016512
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SCO	016114	SCO	016278	SCO	016452	SCO	016536
SCO	016116	SCO	016280	SCO	016456	SCO	016538
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SCO	016140	SCO	016322	SCO	016490	SCO	016574
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SCO	016154	SCO	016336	SCO	016518	SCO	016594
SCO	016156	SCO	016338	SCO	016520	SCO	016596
SCO	016160	SCO	016344	SCO	016524	SCO	016700
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SCO	016168	SCO	016352	SCO	016530	SCO	016708
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SCO	016198	SCO	016386	SCO	016564	SCO	016744
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SCO	016820	SCO	017292	SCO	017452	SCO	017996
SCO	016822	SCO	017294	SCO	017454	SCO	017998
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SCO	017128	SCO	017308	SCO	017472	SCO	018010
SCO	017130	SCO	017314	SCO	017478	SCO	018012
SCO	017132	SCO	017316	SCO	017482	SCO	018014
SCO	017134	SCO	017322	SCO	017484	SCO	018016
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SCO	017142	SCO	017326	SCO	017490	SCO	018020
SCO	017144	SCO	017328	SCO	017494	SCO	018022
SCO	017146	SCO	017332	SCO	017900	SCO	018024
SCO	017148	SCO	017336	SCO	017904	SCO	018026
SCO	017152	SCO	017338	SCO	017908	SCO	018028
SCO	017158	SCO	017340	SCO	017910	SCO	018030
SCO	017160	SCO	017342	SCO	017912	SCO	018032
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SCO	017168	SCO	017348	SCO	017916	SCO	018040
SCO	017172	SCO	017352	SCO	017918	SCO	018042
SCO	017178	SCO	017354	SCO	017920	SCO	018044
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SCO	017188	SCO	017364	SCO	017934	SCO	018060
SCO	017190	SCO	017366	SCO	017936	SCO	018062
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SCO	017198	SCO	017374	SCO	017942	SCO	018076
SCO	017200	SCO	017382	SCO	017944	SCO	018078
SCO	017204	SCO	017384	SCO	017946	SCO	018080
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